

- 7.1.1.2 If proper \*\*\*CLEC Acronym TXT\*\*\* facilities are not available at the time of installation, Verizon shall bill \*\*\*CLEC Acronym TXT\*\*\*, and \*\*\*CLEC Acronym TXT\*\*\* shall pay to Verizon, the Not Ready Charge set forth in the Agreement and the Parties shall establish a new cutover date.
- 7.1.1.3 Verizon shall perform all installation work on Verizon equipment in connection with \*\*\*CLEC Acronym TXT\*\*\*'s use of Verizon's House and Riser Cable. All \*\*\*CLEC Acronym TXT\*\*\* equipment connected to a House and Riser Cable shall comply with applicable industry standards.
- 7.1.1.4 Verizon shall repair and maintain a House and Riser Cable at the request of \*\*\*CLEC Acronym TXT\*\*\*. \*\*\*CLEC Acronym TXT\*\*\* shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) \*\*\*CLEC Acronym TXT\*\*\* reports to Verizon a Customer trouble, (b) \*\*\*CLEC Acronym TXT\*\*\* requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then \*\*\*CLEC Acronym TXT\*\*\* shall pay Verizon the charge set forth in the Agreement for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by \*\*\*CLEC Acronym TXT\*\*\* is not available at the appointed time. If as the result of \*\*\*CLEC Acronym TXT\*\*\* instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Agreement will be assessed per occurrence to \*\*\*CLEC Acronym TXT\*\*\* by Verizon. If as the result of \*\*\*CLEC Acronym TXT\*\*\* instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Agreement will be assessed per occurrence to \*\*\*CLEC Acronym TXT\*\*\* by Verizon.
- 7.1.2 Single Point of Interconnection. In accordance with, but only to the extent required by, the Federal Unbundling Rules, upon request by \*\*\*CLEC Acronym TXT\*\*\* and provided that the conditions set forth in Subsections 7.1.2.1 and 7.1.2.2 are satisfied, the Parties shall negotiate in good faith an amendment to the Agreement memorializing the terms, conditions and rates under which Verizon will provide a single point of interconnection at a multiunit premises suitable for use by multiple carriers:
  - 7.1.2.1 Verizon has distribution facilities to the multiunit premises, and either owns and controls, or leases and controls, the House and Riser Cable at the multiunit premises; and
  - 7.1.2.2 \*\*\*CLEC Acronym TXT\*\*\* certifies that it will place an order for access to an unbundled Sub-Loop network element under the Federal Unbundling Rules via the newly provided single point of interconnection.

## 8. Dark Fiber Transport and Transitional Provision of Embedded Dark Fiber Loops

- 8.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by \*\*\*CLEC Acronym TXT\*\*\*, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with access to unbundled Dark Fiber Transport in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Attachment and rates, terms and conditions of Verizon's applicable Tariffs. Verizon shall not be required to provide, and \*\*\*CLEC Acronym TXT\*\*\* shall not request or obtain, unbundled access to any dark fiber facility that does not meet the definition of Dark Fiber Transport (except to the extent Verizon is required to provide \*\*\*CLEC Acronym TXT\*\*\* with unbundled access to \*\*\*CLEC Acronym TXT\*\*\*'s embedded base of Dark Fiber Loops under Section 8.3 below). For the avoidance of any doubt, notwithstanding any other provision of this Agreement, a Verizon Tariff, or otherwise, Verizon shall not be required to provide, and \*\*\*CLEC Acronym TXT\*\*\* shall not request or obtain, Dark Fiber Transport that does not connect a pair of Verizon UNE Wire Centers. Access to unbundled Dark Fiber Transport will be provided by Verizon only where existing facilities are available except as provided in Section 17 below. Access to Dark Fiber Transport will be provided in accordance with, but only to the extent required by, the Federal Unbundling Rules. Dark Fiber Transport consists of Verizon optical transmission facilities without attached multiplexers, aggregation or other electronics. To the extent Verizon's Dark Fiber Transport contains any lightwave repeaters (e.g., regenerators or optical amplifiers) installed thereon, Verizon shall not remove the same. Except as otherwise required by the Federal Unbundling Rules, the following terms and conditions apply to Verizon's Dark Fiber Transport offerings.
- 8.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Transport:
- 8.2.1 [Intentionally Left Blank].
- 8.2.2 \*\*\*CLEC Acronym TXT\*\*\* may access Dark Fiber Transport only at a pre-existing Verizon accessible terminal of such Dark Fiber Transport, and \*\*\*CLEC Acronym TXT\*\*\* may not access Dark Fiber Transport at any other point, including, but not limited to, a splice point or case. Dark Fiber Transport is not available to \*\*\*CLEC Acronym TXT\*\*\* unless such Dark Transport is already terminated on an existing Verizon accessible terminal. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon UNE Wire Center, and not terminated to a fiber patch panel, are not available to \*\*\*CLEC Acronym TXT\*\*\*.
- 8.2.3 Except if and, to the extent required by, the Federal Unbundling Rules and Section 17 below, Verizon will not perform splicing (e.g., introduce additional splice points or open existing splice points or cases) to accommodate \*\*\*CLEC Acronym TXT\*\*\*'s request.
- 8.2.4 Verizon shall perform all work necessary to install a cross connect or a fiber jumper from a Verizon accessible terminal to a \*\*\*CLEC Acronym TXT\*\*\* collocation arrangement.
- 8.2.5 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of \*\*\*CLEC Acronym TXT\*\*\*'s completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Transport may be available between the locations and in the quantities specified. Verizon will respond within

fifteen (15) Business Days from receipt of the \*\*\*CLEC Acronym TXT\*\*\*'s Dark Fiber Inquiry Form, indicating whether Dark Fiber Transport may be available (if so available, an "Acknowledgement") based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Transport. Where a direct Dark Fiber Transport route is not available, Verizon will provide, where available, Dark Fiber Transport via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in the Pricing Attachment. In cases where Verizon provides Dark Fiber Transport via an indirect route as described in this section, \*\*\*CLEC Acronym TXT\*\*\* shall not be permitted to access the Dark Fiber Transport at any intermediate central office between the two Verizon central offices that are the end points of the route. In no event shall Verizon be required to provide Dark Fiber Transport between two central offices that are the end points of a route on which Verizon is not required under the Federal Unbundling Rules to provide Dark Fiber Transport to \*\*\*CLEC Acronym TXT\*\*\*. Verizon reserves the right to limit the number of intermediate Verizon Central Offices on an indirect route consistent with limitations in Verizon's network design and/or prevailing industry practices for optical transmission applications. Any limitations on the number of intermediate Verizon Central Offices will be discussed with \*\*\*CLEC Acronym TXT\*\*\*. If access to Dark Fiber Transport is not available, Verizon will notify \*\*\*CLEC Acronym TXT\*\*\*, within fifteen (15) Business Days, that no spare Dark Fiber Transport is available over the direct route nor any reasonable alternate indirect route, except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. Where no available route was found during the record review, Verizon will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in the Pricing Attachment.

- 8.2.5.1 \*\*\*CLEC Acronym TXT\*\*\* shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in the Pricing Attachment, pending receipt of an order for the Dark Fiber.
- 8.2.5.2 Upon request from \*\*\*CLEC Acronym TXT\*\*\* as indicated on the Dark Fiber Inquiry Form, Verizon shall hold such requested Dark Fiber Transport for \*\*\*CLEC Acronym TXT\*\*\*'s use for ten (10) Business Days from \*\*\*CLEC Acronym TXT\*\*\*'s receipt of Acknowledgement and may not allow any other party (including Verizon) to use such fiber during that time period.
- 8.2.5.3 \*\*\*CLEC Acronym TXT\*\*\* shall submit an order for the reserved Dark Fiber Transport as soon as possible using the standard ordering process or parallel provisioning process as described in Section 8.2.5.5. The standard ordering process shall be used when \*\*\*CLEC Acronym TXT\*\*\* does not have additional requirements for collocation. The parallel provisioning process shall be used

when \*\*\*CLEC Acronym TXT\*\*\* requires new collocation facilities or changes to existing collocation arrangements.

- 8.2.5.4 If no order is received from \*\*\*CLEC Acronym TXT\*\*\* for the reserved Dark Fiber Transport within ten (10) Business Days from \*\*\*CLEC Acronym TXT\*\*\*'s receipt of Acknowledgement, Verizon shall return to spare the reserved Dark Fiber Transport that Verizon previously notified \*\*\*CLEC Acronym TXT\*\*\* are available. Should \*\*\*CLEC Acronym TXT\*\*\* submit an order to Verizon after the ten (10) Business Day reservation period for access to Dark Fiber Transport that Verizon has previously notified \*\*\*CLEC Acronym TXT\*\*\* was available, \*\*\*CLEC Acronym TXT\*\*\* assumes all risk that such Dark Fiber Transport will no longer be available.
- 8.2.5.5 Upon \*\*\*CLEC Acronym TXT\*\*\*'s request, the Parties will conduct parallel provisioning of collocation and Dark Fiber Transport in accordance with the following terms and conditions:
  - 8.2.5.5.1 \*\*\*CLEC Acronym TXT\*\*\* will use existing interfaces and Verizon's current applications and order forms to request collocation and Dark Fiber Transport.
  - 8.2.5.5.2 Verizon will parallel process \*\*\*CLEC Acronym TXT\*\*\*'s requests for collocation, including augments, and Dark Fiber Transport.
  - 8.2.5.5.3 Before \*\*\*CLEC Acronym TXT\*\*\* submits a request for parallel provisioning of collocation and Dark Fiber Transport, \*\*\*CLEC Acronym TXT\*\*\* will:
    - 8.2.5.5.3.1 submit a Dark Fiber Inquiry Form and receive an Acknowledgement from Verizon; and
    - 8.2.5.5.3.2 submit a collocation application for the Verizon Central Office(s) where the Dark Fiber Transport terminates and receive confirmation from Verizon that \*\*\*CLEC Acronym TXT\*\*\*'s collocation application has been accepted.
  - 8.2.5.5.4 \*\*\*CLEC Acronym TXT\*\*\* will prepare requests for parallel provisioning of collocation and Dark Fiber Transport in the manner and form reasonably specified by Verizon.
  - 8.2.5.5.5 If Verizon rejects \*\*\*CLEC Acronym TXT\*\*\*'s Dark Fiber Transport request, \*\*\*CLEC Acronym TXT\*\*\* may cancel its collocation application within five (5) Business Days of such rejection

and receive a refund of the collocation application fee paid by \*\*\*CLEC Acronym TXT\*\*\*, less the costs Verizon incurred to date.

- 8.2.5.5.6 If Verizon accepts \*\*\*CLEC Acronym TXT\*\*\*'s Dark Fiber Transport request, Verizon will parallel provision the Dark Transport to a temporary location in Verizon's Central Office(s). Verizon will charge and \*\*\*CLEC Acronym TXT\*\*\* will pay for parallel provisioning of such Dark Fiber Transport at the rates specified in the Pricing Attachment beginning on the date that Verizon accepts each Dark Fiber Transport request.
- 8.2.5.5.7 Within ten (10) days after Verizon completes a \*\*\*CLEC Acronym TXT\*\*\* collocation application, \*\*\*CLEC Acronym TXT\*\*\* shall submit a Dark Fiber change request to reposition Dark Fiber Transport from the temporary location in that Verizon Central Office(s) to the permanent location at \*\*\*CLEC Acronym TXT\*\*\*'s collocation arrangement in such Verizon Central Office(s). \*\*\*CLEC Acronym TXT\*\*\* will prepare such request(s) in the manner and form specified by Verizon.
- 8.2.5.5.8 If \*\*\*CLEC Acronym TXT\*\*\* cancels its collocation application, \*\*\*CLEC Acronym TXT\*\*\* must also submit a cancellation for the unbundled Dark Fiber Transport provisioned to the temporary location in the Verizon Central Office(s).
- 8.2.6 \*\*\*CLEC Acronym TXT\*\*\* shall order Dark Fiber Transport by sending to Verizon a separate ASR for each A to Z route.
- 8.2.7 Where a collocation arrangement can be accomplished in a Verizon premises, access to Dark Fiber Transport that terminates in a Verizon premises must be accomplished via a collocation arrangement in that Verizon premises. In circumstances where a collocation arrangement cannot be accomplished in a Verizon premises, the Parties agree to negotiate for possible alternative arrangements.
- 8.2.8 Except as provided in Section 17 below, Dark Fiber Transport will be offered to \*\*\*CLEC Acronym TXT\*\*\* in the condition that it is available in Verizon's network at the time that \*\*\*CLEC Acronym TXT\*\*\* submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber Transport for \*\*\*CLEC Acronym TXT\*\*\*'s use.
- 8.2.9 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Transport, and, therefore, will not be offered to \*\*\*CLEC Acronym TXT\*\*\* as Dark Fiber Transport.

- 8.2.10 Fiber that has been assigned to fulfill a Customer order for maintenance purposes or for Verizon's lit fiber optic systems will not be offered to \*\*\*CLEC Acronym TXT\*\*\* as Dark Fiber Transport.
- 8.2.11 \*\*\*CLEC Acronym TXT\*\*\* shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Transport.
- 8.2.12 \*\*\*CLEC Acronym TXT\*\*\* may not resell Dark Fiber Transport, purchased pursuant to this Agreement to third parties.
- 8.2.13 Except to the extent that Verizon is required by the Federal Unbundling Rules to provide Dark Fiber Transport to \*\*\*CLEC Acronym TXT\*\*\* for use for Special or Switched Exchange Access Services, \*\*\*CLEC Acronym TXT\*\*\* shall not use Dark Fiber Transport, for Special or Switched Exchange Access Services.
- 8.2.14 In order to preserve the efficiency of its network, Verizon may, upon a showing of need to the Commission, limit \*\*\*CLEC Acronym TXT\*\*\* to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Transport in any given segment of Verizon's network. In addition, except as otherwise required by the Federal Unbundling Rules, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:
  - 8.2.14.1 Revoke Dark Fiber Transport leased to \*\*\*CLEC Acronym TXT\*\*\* upon a showing of need to the Commission and twelve (12) months' advance written notice to \*\*\*CLEC Acronym TXT\*\*\*; and
  - 8.2.14.2 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a \*\*\*CLEC Acronym TXT\*\*\* order for Dark Transport because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than \*\*\*CLEC Acronym TXT\*\*\*, or impair Verizon's ability to meet a legal obligation.
- 8.2.15 Except as expressly set forth in this Agreement, \*\*\*CLEC Acronym TXT\*\*\* may not reserve Dark Fiber Transport.
- 8.2.16 \*\*\*CLEC Acronym TXT\*\*\* shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Transport accommodate the requirements of \*\*\*CLEC Acronym TXT\*\*\*; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Transport; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Transport to transmit permitted traffic; and (d) except as set forth with respect to the parallel provisioning process addressed above, \*\*\*CLEC Acronym TXT\*\*\*'s collocation arrangements with any proper optical cross connects or other equipment that \*\*\*CLEC Acronym TXT\*\*\* needs to access Dark Fiber Transport before it submits an order for such access. \*\*\*CLEC Acronym TXT\*\*\* hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the location at which it wishes to establish a demarcation point for Dark Fiber Transport, on or before the date that \*\*\*CLEC

Acronym TXT\*\*\* places an order for the applicable Dark Fiber Transport, and that it shall maintain the same going forward.

- 8.2.17 \*\*\*CLEC Acronym TXT\*\*\* is responsible for trouble isolation before reporting trouble to Verizon. Verizon will restore continuity to Dark Fiber Transport that has been broken. Verizon will not repair Dark Fiber Transport that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Transport has changed.

8.2.18 [Intentionally Left Blank].

- 8.2.19 \*\*\*CLEC Acronym TXT\*\*\* may request the following, which shall be provided on a time and materials basis (as set forth in the Pricing Attachment):

8.2.19.1 [Intentionally Left Blank].

8.2.19.2 A field survey that shows the availability of Dark Fiber Transport between two or more Verizon Central Offices, shows whether or not such Dark Fiber Transport is defective, shows whether or not such Dark Fiber Transport has been used by Verizon for emergency restoration activity, and tests the transmission characteristics of Verizon's Dark Fiber Transport. If a field survey shows that Dark Fiber Transport is available, \*\*\*CLEC Acronym TXT\*\*\* may reserve the Dark Fiber Transport, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If \*\*\*CLEC Acronym TXT\*\*\* submits an order for access to such Dark Fiber Transport after passage of the foregoing ten (10) Business Day reservation period, Verizon does not guarantee or warrant the Dark Fiber Transport will be available when Verizon receives such order, and \*\*\*CLEC Acronym TXT\*\*\* assumes all risk that the Dark Fiber Transport will not be available. Verizon shall perform a field survey subject to a negotiated interval. If a \*\*\*CLEC Acronym TXT\*\*\* submits an order for Dark Fiber Transport without first obtaining the results of a field survey of such Dark Fiber Transport, \*\*\*CLEC Acronym TXT\*\*\* assumes all risk that the Dark Fiber Transport will not be compatible with \*\*\*CLEC Acronym TXT\*\*\*'s equipment, including, but not limited to, order cancellation charges.

### 8.3 Transitional Provision of Embedded Dark Fiber Loops.

Notwithstanding any other provision of this Agreement, Verizon is not required to provide, and \*\*\*CLEC Acronym TXT\*\*\* may not obtain, unbundled access to any Dark Fiber Loop; provided, however, that if \*\*\*CLEC Acronym TXT\*\*\* leased a Dark Fiber Loop from Verizon as of March 11, 2005, \*\*\*CLEC Acronym TXT\*\*\* may continue to lease that Dark Fiber Loop at transitional rates provided for in the TRRO until September 10, 2006, and not beyond that date. The Parties acknowledge that Verizon, prior to the Effective Date, has provided \*\*\*CLEC Acronym TXT\*\*\* with any required notices of discontinuance of Dark Fiber Loops, and that no further notice is required for Verizon to exercise its rights with respect to discontinuance of Dark Fiber Loops.

## 9. Network Interface Device

- 9.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by \*\*\*CLEC Acronym TXT\*\*\*, Verizon shall permit \*\*\*CLEC Acronym TXT\*\*\* to connect a \*\*\*CLEC Acronym TXT\*\*\* Loop to the Inside Wiring of a Customer's premises through the use of a Verizon NID in accordance with this Section 9 and the rates and charges provided in the Pricing Attachment. Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with access to NIDs in accordance with, but only to the extent required by, the Federal Unbundling Rules. \*\*\*CLEC Acronym TXT\*\*\* may access a Verizon NID either by means of a connection (but only if the use of such connection is technically feasible) from an adjoining \*\*\*CLEC Acronym TXT\*\*\* NID deployed by \*\*\*CLEC Acronym TXT\*\*\* or, if an entrance module is available in the Verizon NID, by connecting a \*\*\*CLEC Acronym TXT\*\*\* Loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.
- 9.2 In no case shall \*\*\*CLEC Acronym TXT\*\*\* access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.
- 9.3 In no case shall \*\*\*CLEC Acronym TXT\*\*\* access, remove, disconnect or in any other way rearrange, a Customer's Inside Wiring from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of ongoing Telecommunications Service to that Customer.
- 9.4 In no case shall \*\*\*CLEC Acronym TXT\*\*\* remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
- 9.5 In no case shall \*\*\*CLEC Acronym TXT\*\*\* remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.
- 9.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).
- 9.7 When \*\*\*CLEC Acronym TXT\*\*\* is connecting a \*\*\*CLEC Acronym TXT\*\*\*-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, \*\*\*CLEC Acronym TXT\*\*\* does not need to submit a request to Verizon and Verizon shall not charge \*\*\*CLEC Acronym TXT\*\*\* for access to the Verizon NID. In such instances, \*\*\*CLEC Acronym TXT\*\*\* shall comply with the provisions of Sections 9.2 through 9.7 of this Attachment and shall access the Customer's Inside Wire in the manner set forth in Section 9.8 of this Attachment.
- 9.8 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), \*\*\*CLEC Acronym TXT\*\*\* may access the Customer's Inside Wiring, acting as the agent of the Customer by any of the following means:
  - 9.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, \*\*\*CLEC Acronym TXT\*\*\* may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to \*\*\*CLEC Acronym TXT\*\*\*'s NID.
  - 9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, \*\*\*CLEC Acronym TXT\*\*\* may enter the Customer side of the Verizon NID enclosure for the purpose



of removing the Inside Wiring from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

- 9.8.3 \*\*\*CLEC Acronym TXT\*\*\* may request Verizon to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. \*\*\*CLEC Acronym TXT\*\*\*, its agent, the building owner or the Customer). If \*\*\*CLEC Acronym TXT\*\*\* accesses the Customer's Inside Wiring as described in this Section 9.8.3, time and materials charges will be billed to the requesting party (i.e. \*\*\*CLEC Acronym TXT\*\*\*, its agent, the building owner or the Customer).

**10. [This Section Intentionally Left Blank]**

**11. Dedicated Transport**

- 11.1 Subject to the conditions set forth in Section 1 of this Attachment, where facilities are available, at \*\*\*CLEC Acronym TXT\*\*\*'s request, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with Dedicated Transport unbundled from other Network Elements at the rates set forth in the Pricing Attachment. Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with such Dedicated Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules. Except as provided in Section 17 below, Verizon will not install new electronics, and Verizon will not build new facilities. For the avoidance of any doubt, notwithstanding any other provision of this Agreement, Verizon shall not be required to provide, and \*\*\*CLEC Acronym TXT\*\*\* shall not request or obtain, unbundled access to shared (or common) transport, or any other interoffice transport facility that does not meet the definition of Dedicated Transport.
- 11.2 If and, to the extent that, \*\*\*CLEC Acronym TXT\*\*\* has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and \*\*\*CLEC Acronym TXT\*\*\* has a right under the Federal Unbundling Rules to convert (and wishes to convert) such transport to unbundled Dedicated Transport under this Agreement, it shall give Verizon written notice of such request (including, without limitation, through submission of ASRs if Verizon so requests) and provide to Verizon all information (including, without limitation, a listing of the specific circuits in question) that Verizon reasonably requires to effectuate such conversion. In the case of any such conversion, \*\*\*CLEC Acronym TXT\*\*\* shall pay any and all conversion charges (e.g., non-recurring charges), as well as any and all termination liabilities, minimum service period charges and like charges in accordance with Verizon's applicable Tariffs. If the transport to be converted comprises a portion of a High Capacity EEL (as defined in Section 16.2.1 below), the applicable provisions of Section 16 below shall apply.

**12. [This Section Intentionally Left Blank]**

**13. Operations Support Systems**

Subject to the conditions set forth in Section 1 of this Attachment and in Section 8 of the Additional Services Attachment, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide \*\*\*CLEC

Acronym TXT\*\*\* with such access in accordance with, but only to the extent required by, the Federal Unbundling Rules. All such transactions shall be submitted by \*\*\*CLEC Acronym TXT\*\*\* through such electronic interfaces.

**14. Availability of Other Network Elements on an Unbundled Basis**

- 14.1 Any request by \*\*\*CLEC Acronym TXT\*\*\* for access to a Verizon Network Element that is not already available and that Verizon is required by the Federal Unbundling Rules to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3, of this Attachment. \*\*\*CLEC Acronym TXT\*\*\* shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by the Federal Unbundling Rules.
- 14.2 Notwithstanding anything to the contrary in this Section 14, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 14 except as required by the Federal Unbundling Rules.
- 14.3 Network Element Bona Fide Request (BFR).
  - 14.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶¶ 259 and n.603 or subsequent orders.
  - 14.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
  - 14.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
  - 14.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.
  - 14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by the Federal Unbundling Rules.
  - 14.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by the Federal Unbundling Rules, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability,

calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.

- 14.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.
- 14.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- 14.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

## 15. Maintenance of Network Elements

If (a) \*\*\*CLEC Acronym TXT\*\*\* reports to Verizon a Customer trouble, (b) \*\*\*CLEC Acronym TXT\*\*\* requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then \*\*\*CLEC Acronym TXT\*\*\* shall pay Verizon a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by \*\*\*CLEC Acronym TXT\*\*\* is not available at the appointed time. \*\*\*CLEC Acronym TXT\*\*\* accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of \*\*\*CLEC Acronym TXT\*\*\* instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to \*\*\*CLEC Acronym TXT\*\*\* by Verizon. If as the result of \*\*\*CLEC Acronym TXT\*\*\* instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to \*\*\*CLEC Acronym TXT\*\*\* by Verizon. Verizon agrees to respond to \*\*\*CLEC Acronym TXT\*\*\* trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

## 16. Combinations, Commingling, and Conversions

- 16.1 Subject to and without limiting the conditions set forth in Section 1 of this Attachment:
  - 16.1.1 Verizon will not prohibit the commingling of a Qualifying UNE with Qualifying Wholesale Services, but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by the Federal Unbundling Rules. Moreover, to the extent and so long as required by the Federal Unbundling Rules, Verizon shall, upon request of \*\*\*CLEC Acronym TXT\*\*\*, perform the functions necessary to commingle Qualifying

UNEs with Qualifying Wholesale Services. The rates, terms and conditions of the applicable access Tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Agreement or the Verizon UNE Tariff, as applicable, will apply to the Qualifying UNEs; provided, however, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment. In addition, if any commingling requested by \*\*\*CLEC Acronym TXT\*\*\* requires Verizon to perform physical work that Verizon is required to perform under the Federal Unbundling Rules, then Verizon's standard charges for such work shall apply or, in the absence of a standard charge, a fee calculated using Verizon's standard time and materials rates shall apply until such time as a standard charge is established pursuant to the terms set forth in the Pricing Attachment.

- 16.1.2 Ratcheting, i.e., a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate, shall not be required. UNEs that are commingled with Wholesale Services are not included in the shared use provisions of the applicable Tariff, and are therefore not eligible for adjustment of charges under such provisions. Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Agreement or elsewhere.
- 16.1.3 Limitation on Section 16.1. Section 16.1 is intended only to address the Parties' rights and obligations as to combining and/or commingling of UNEs that Verizon is already required to provide to \*\*\*CLEC Acronym TXT\*\*\* under the Agreement and the Federal Unbundling Rules. Nothing contained in Section 16.1 shall be deemed to limit any right of Verizon under the Agreement to cease providing a facility that is or becomes a Discontinued Facility.
- 16.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Subject to the conditions set forth in Sections 1 and 16.1 of this Attachment:
  - 16.2.1 Verizon shall not be obligated to provide:
    - 16.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;
    - 16.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;
    - 16.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;
    - 16.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or
    - 16.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent Verizon is required by the Federal Unbundling Rules to do so, and then not unless and until \*\*\*CLEC Acronym TXT\*\*\*, using an ASR, certifies to Verizon that each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL satisfies each of the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. \*\*\*CLEC Acronym TXT\*\*\* must remain in compliance with said service eligibility criteria for so long as \*\*\*CLEC Acronym TXT\*\*\* continues to receive the aforementioned combined or commingled facilities and/or services from Verizon and \*\*\*CLEC Acronym TXT\*\*\* shall immediately notify Verizon at such time as a certification ceases to be accurate. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant High Capacity EEL circuit will be treated as described in Section 16.2.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For existing High Capacity EEL circuits, \*\*\*CLEC Acronym TXT\*\*\*, within thirty (30) days of the Effective Date to the extent it has not already done so prior to the Effective Date of this Agreement, must re-certify, using an ASR, that each DS1 circuit or DS1 equivalent circuit satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Any existing High Capacity EEL circuits that \*\*\*CLEC Acronym TXT\*\*\* leased from Verizon as of the Effective Date of this Agreement that \*\*\*CLEC Acronym TXT\*\*\* fails to re-certify as required by this Section by the end of such 30-day period shall be treated as a non-compliant circuit as described under Section 16.2.2 below effective as of the Effective Date of this Agreement.

- 16.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Facilities, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 16.2 and \*\*\*CLEC Acronym TXT\*\*\* has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the noncompliant facility and has not separately secured from Verizon an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Verizon, to the extent it has not already done so prior to execution of this Agreement, shall reprice the subject High Capacity EEL circuit (or portion thereof that had been previously billed at UNE rates), effective beginning on the date on which the circuit became non-compliant by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an analogous access service or other analogous arrangement that Verizon shall identify in a written notice to \*\*\*CLEC Acronym TXT\*\*\*.
- 16.2.3 Each certification to be provided by \*\*\*CLEC Acronym TXT\*\*\* pursuant to Section 16.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each circuit was established in the 911/E-911 database; (d) the collocation termination connecting facility

assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.

- 16.2.4 The charges for conversions are as specified in the Pricing Attachment and apply for each circuit converted.
- 16.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the Pricing Attachment.
- 16.2.6 All requests for conversions will be handled in accordance with Verizon's conversion guidelines. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics.
- 16.3 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit \*\*\*CLEC Acronym TXT\*\*\*'s compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that \*\*\*CLEC Acronym TXT\*\*\* failed to comply with the service eligibility criteria, then (without limiting Verizon's rights under Section 16.2.2 above) \*\*\*CLEC Acronym TXT\*\*\* must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, and reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm \*\*\*CLEC Acronym TXT\*\*\*'s compliance with the service eligibility criteria, then \*\*\*CLEC Acronym TXT\*\*\* shall provide to the independent auditor for its verification a statement of \*\*\*CLEC Acronym TXT\*\*\*'s out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall, within thirty (30) days of the date on which \*\*\*CLEC Acronym TXT\*\*\* submits such costs to the auditor, reimburse \*\*\*CLEC Acronym TXT\*\*\* for its out-of-pocket costs verified by the auditor. \*\*\*CLEC Acronym TXT\*\*\* shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

## 17. Routine Network Modifications

- 17.1 General Conditions. In accordance with, but only to the extent required by, the Federal Unbundling Rules, and subject to the conditions set forth in Section 1 of this Attachment:
  - 17.1.1 Verizon shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment, as are necessary to permit access by \*\*\*CLEC Acronym TXT\*\*\* to the Loop, Dedicated

Transport, or Dark Fiber Transport facilities available under the Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable \*\*\*CLEC Acronym TXT\*\*\* to light a Dark Fiber Transport facility that it has obtained from Verizon under the Agreement. Verizon shall not be obligated to provide optronics for the purpose of lighting Dark Fiber Transport. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, the placement of new cable, securing permits or rights-of-way, or constructing and/or placing new manholes or conduits. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability. Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.

- 17.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.
- 17.3 Nothing contained in this Section 17 shall be deemed: (a) to establish any obligation of Verizon to provide on an unbundled basis under the Federal Unbundling Rules any facility that this Agreement does not otherwise require Verizon to provide on an unbundled basis under the Federal Unbundling Rules, (b) to obligate Verizon to provide on an unbundled basis under the Federal Unbundling Rules, for any period of time not required under the Federal Unbundling Rules, access to any Discontinued Facility, or (c) to limit any right of Verizon under the Agreement, any Verizon Tariff or SGAT, or otherwise, to cease providing a Discontinued Facility.

## **18. Rates and Charges**

The rates and charges for UNEs, Combinations, Commingling, routine network modifications, and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

## **19. Good Faith Performance**

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not

provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with \*\*\*CLEC Acronym TXT\*\*\* reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.



**COLLOCATION ATTACHMENT****1. Verizon's Provision of Collocation**

Verizon shall provide to \*\*\*CLEC Acronym TXT\*\*\*, in accordance with this Agreement, Verizon's applicable federal and state Tariffs and the requirements of Applicable Law, Collocation for the purpose of facilitating \*\*\*CLEC Acronym TXT\*\*\*'s interconnection with Verizon under 47 U.S.C. § 251(c)(2) or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement or a Tariff, Verizon shall be obligated to provide Collocation to \*\*\*CLEC Acronym TXT\*\*\* only to the extent required by Applicable Law and may decline to provide Collocation to \*\*\*CLEC Acronym TXT\*\*\* to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Agreement or a Tariff, nothing in this Agreement or a Tariff shall be deemed to require Verizon to provide (and, for the avoidance of any doubt, Verizon may decline to provide and/or cease providing) Collocation that, if provided by Verizon, would be used by \*\*\*CLEC Acronym TXT\*\*\* to obtain unbundled access to any network element: (a) that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Verizon is not required to unbundle under 47 C.F.R. Part 51.

## 911 ATTACHMENT

### 1. 911/E-911 Arrangements

- 1.1 911 provides a caller access to the appropriate emergency service agency by dialing a 3-digit universal telephone number "911". Verizon provides and maintains such equipment and software at the 911/E-911 Tandem Office/Selective Router and 911/ E-911 Database as is necessary to provide 911/E-911 Services in areas where Verizon is the designated 911/E-911 Service Provider.
- 1.2 Verizon shall make the following information available to \*\*\*CLEC Acronym TXT\*\*\*, to the extent permitted by Applicable Law. Such Information is currently available at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website):
  - 1.2.1 A listing of the CLLI code (and SS7 point code when applicable) of each 911/E-911 Tandem Office(s)/Selective Router(s) and associated geographic location served for areas where Verizon is the designated 911/E-911 Service Provider;
  - 1.2.2 A listing of appropriate Verizon contact telephone numbers and organizations that currently have responsibility for operations and support of Verizon 911/E-911 network and database systems; and
  - 1.2.3 Where Verizon maintains a Master Street Address Guide (MSAG) on behalf of the local jurisdiction, Verizon shall provide to \*\*\*CLEC Acronym TXT\*\*\* a complete copy of such MSAG annually upon written request for each county within the LATA(s) specified in this Agreement, where \*\*\*CLEC Acronym TXT\*\*\* is providing local exchange service, provided that Verizon is permitted to do so by the local jurisdiction.

### 2. E-911 Database Electronic Interface

- 2.1 Where Verizon manages the ALI Database, information regarding the ALI Database is currently available electronically at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website).
- 2.2 Where Verizon manages the ALI Database, Verizon will:
  - 2.2.1 store \*\*\*CLEC Acronym TXT\*\*\* end user data provided by \*\*\*CLEC Acronym TXT\*\*\* in the ALI Database;
  - 2.2.2 provide \*\*\*CLEC Acronym TXT\*\*\* access to the ALI Database for the initial loading and updating of \*\*\*CLEC Acronym TXT\*\*\* end user records in accordance with information contained in the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website); and
  - 2.2.3 provide \*\*\*CLEC Acronym TXT\*\*\* an error and status report based on updates to the ALI Database received from \*\*\*CLEC Acronym TXT\*\*\*.
- 2.3 Where Verizon manages the ALI Database, \*\*\*CLEC Acronym TXT\*\*\* will:

- 2.3.1 provide MSAG valid E-911 data for each of its end-users for the initial loading of, and any ongoing updates in Verizon's E-911 database;
  - 2.3.2 utilize the appropriate Verizon electronic interface to update its E-911 database information related to the end user (and all such E-911 database information shall conform to Verizon standards, which are provided at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website);
  - 2.3.3 use its company ID on all end-user records in accordance with NENA standards; and
  - 2.3.4 correct any errors that occur during the entry of its data to the Verizon E-911 database.
- 2.4 In the event \*\*\*CLEC Acronym TXT\*\*\* uses a third party to input data through the electronic interface with Verizon, \*\*\*CLEC Acronym TXT\*\*\* must provide a Letter of Authorization, in a form acceptable to Verizon, identifying the party that will serve as its agent.

### 3. 911/E-911 Interconnection

- 3.1 \*\*\*CLEC Acronym TXT\*\*\* may, in accordance with Applicable Law, interconnect to the Verizon 911 Tandem Office(s)/Selective Router(s) or Verizon interface points. Verizon will designate interface points, e.g. digital cross connect systems (DCS), where \*\*\*CLEC Acronym TXT\*\*\* may interconnect to Verizon, for the provision of 911/ E-911 Services and for access to all subtending PSAPs that serve the areas in which \*\*\*CLEC Acronym TXT\*\*\* provides services.
- 3.2 In order to interconnect with Verizon for E-911 purposes, \*\*\*CLEC Acronym TXT\*\*\* will:
  - 3.2.1 interconnect with each Verizon 911 Selective Router(s) that serves the exchange areas in which \*\*\*CLEC Acronym TXT\*\*\* is authorized to and will provide telephone exchange service;
  - 3.2.2 provide a minimum of two (2) one-way outgoing E-911 trunks dedicated for originating 911 emergency service calls from the \*\*\*CLEC Acronym TXT\*\*\* switch to each Verizon 911 Selective Router, using SS7 signaling where available, as necessary;
  - 3.2.3 [Intentionally left blank];
  - 3.2.4 provide sufficient trunking and facilities to route \*\*\*CLEC Acronym TXT\*\*\* originating 911 calls to the designated Verizon 911 Selective Router/ E-911 Tandem. \*\*\*CLEC Acronym TXT\*\*\* is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity;
  - 3.2.5 determine the proper quantity of trunks and facilities from its switch(es) to the Verizon 911 Selective Router/ E-911 Tandem;
  - 3.2.6 engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or at such other minimum grade of service as required by Applicable Law or duly authorized governmental authority;

- 3.2.7 monitor its 911 trunks for the purpose of determining originating network traffic volumes. If the \*\*\*CLEC Acronym TXT\*\*\* traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, \*\*\*CLEC Acronym TXT\*\*\* shall order or otherwise provide adequate additional trunks;
- 3.2.8 promptly test all 911 trunks and facilities between the \*\*\*CLEC Acronym TXT\*\*\* network and the Verizon 911 Selective Router(s) to assure proper functioning of 911 service. \*\*\*CLEC Acronym TXT\*\*\* agrees that it will not pass live 911 traffic until successful testing is completed; and
- 3.2.9 isolate, coordinate and restore all 911 network maintenance problems from its switch to the Verizon 911 Tandem Office(s)/Selective Router(s) or Verizon interface points. \*\*\*CLEC Acronym TXT\*\*\* will advise Verizon of the circuit identification when notifying Verizon of a failure or outage.

#### **4. 911/E-911 General**

- 4.1 Verizon and \*\*\*CLEC Acronym TXT\*\*\* will work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the initial 911/E-911 arrangements
- 4.2 \*\*\*CLEC Acronym TXT\*\*\* will compensate Verizon for provision of 911/E-911 Services pursuant to the Pricing Attachment of this Agreement.
- 4.3 \*\*\*CLEC Acronym TXT\*\*\* and Verizon will comply with all Applicable Law (including 911 taxes and surcharges as defined by Applicable Law) pertaining to the provision of 911/E-911 Services.
- 4.4 \*\*\*CLEC Acronym TXT\*\*\* will collect and remit, as required, any E-911 applicable surcharges from its end users in accordance with Applicable Law.
- 4.5 \*\*\*CLEC Acronym TXT\*\*\* will enter data into the 911 database under the NENA Standards for LNP. This includes, but is not limited to using \*\*\*CLEC Acronym TXT\*\*\*'s NENA ID to lock and unlock records and the posting of the \*\*\*CLEC Acronym TXT\*\*\* NENA ID to the ALI record where such locking and unlocking feature for 911 records is available, or as defined by local standards. \*\*\*CLEC Acronym TXT\*\*\* is required to promptly lock and migrate its 911 records in accordance with NENA standards. In the event that a carrier exits a market, it shall ensure that its records are unlocked in accordance with NENA standards.

#### **5. Good Faith Performance**

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with \*\*\*CLEC Acronym TXT\*\*\* reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## PRICING ATTACHMENT

### 1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2 or Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Verizon finishes developing such a Charge, Verizon shall notify \*\*\*CLEC Acronym TXT\*\*\* in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill \*\*\*CLEC Acronym TXT\*\*\*, and \*\*\*CLEC Acronym TXT\*\*\* shall pay to Verizon, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to \*\*\*CLEC Acronym TXT\*\*\* pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon sends such notice to \*\*\*CLEC Acronym TXT\*\*\* and thereafter.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

### 2. Verizon Telecommunications Services Provided to \*\*\*CLEC Acronym TXT\*\*\* for Resale Pursuant to the Resale Attachment

- 2.1 Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
- 2.1.1 The Charges for a Verizon Telecommunications Service purchased by \*\*\*CLEC Acronym TXT\*\*\* for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable wholesale discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by \*\*\*CLEC Acronym TXT\*\*\* for resale pursuant to Section 3.3 of the Resale Attachment for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to \*\*\*CLEC Acronym TXT\*\*\* for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.3 Notwithstanding Sections 2.1 and 2.2 of this Attachment, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to \*\*\*CLEC Acronym TXT\*\*\* for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.
- 2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 of this Attachment shall not be applied to:

- 2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;
  - 2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;
  - 2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).
  - 2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale discount under Section 251(c)(4) of the Act.
- 2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
- 2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).
  - 2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by \*\*\*CLEC Acronym TXT\*\*\* pursuant to Section 3.3 of the Resale Attachment for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).
- 2.3 Other Charges.
- 2.3.1 \*\*\*CLEC Acronym TXT\*\*\* shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to \*\*\*CLEC Acronym TXT\*\*\*.
3. **\*\*\*CLEC Acronym TXT\*\*\* Prices**
- Notwithstanding any other provision of this Agreement, the Charges that \*\*\*CLEC Acronym TXT\*\*\* bills Verizon for \*\*\*CLEC Acronym TXT\*\*\*'s Services shall not exceed the Charges for Verizon's comparable Services, except to the extent that \*\*\*CLEC Acronym TXT\*\*\*'s cost to provide such \*\*\*CLEC Acronym TXT\*\*\*'s Services to Verizon exceeds the Charges for Verizon's comparable Services and \*\*\*CLEC Acronym TXT\*\*\* has demonstrated such cost to Verizon, or, at Verizon's request, to the Commission or the FCC.
4. **[This Section Intentionally Left Blank]**
5. **Regulatory Review of Prices**

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).



[INSERT APPLICABLE STATE APPENDIX A HERE]